

# CODE TIME TECHNOLOGIES INC.

## Evaluation License Agreement

This license agreement (the “**Agreement**”) is a legal agreement between you (either an individual or an entity) and Code Time Technologies Inc. (“**Company**”) regarding the use of Company’s software entitled “Abassi Real-time Kernel” or “mAbassi Real-time Kernel”, board support packages, device drivers, or other ancillary software provided by Company, which may include user documentation provided in “on-line” or electronic form (the “**Software**”). BEFORE YOU SIGN THIS DOCUMENT, CAREFULLY READ THE TERMS AND CONDITIONS OF THIS AGREEMENT. BY SUBMITTING YOUR ACCEPTANCE, YOU ARE CONSENTING TO BE BOUND BY AND ARE BECOMING A PARTY TO THIS AGREEMENT.

### 1. **Grant of License.**

Subject to your compliance with the terms and conditions of this Agreement, Company hereby grants you a limited, non-exclusive, non-transferrable, non-assignable, without the right to sublicense, license to install and use the specified version of the Software, for evaluation purposes only. No derivative shipping software image (the “**Resulting Product**”) that incorporates the Software may be created or distributed. The Software is licensed, not sold. All rights not expressly granted under this Agreement are reserved by the Company. You agree to safeguard the confidentiality of the Software source code with at least the same degree of care as used for your own confidential property, but with no less than reasonable care.

A commercial license must be obtained from the Company in order to create or distribute a Resulting Product, outside of an academic environment, otherwise you are deemed to have elected to terminate the contract, and must cease immediately all use and destroy all copies of the Software and all of its components.

### 2. **Ownership and Intellectual Property.**

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**4. Termination.**

This Agreement is effective for an unlimited duration unless and until terminated in accordance with this section. You may terminate this Agreement at any time by destroying all copies of the Software and all of its components. Without prejudice to any other rights it may have, Company may terminate this Agreement if you do not abide with the terms and conditions contained herein, in which case, you must cease immediately all use and destroy all copies of the Software and all of its components.

**5. Updates.**

This license is limited to the version of the Software downloaded and does not include subsequent versions, upgrades, updates, adaptations, modifications or revisions. However, Company may develop, create or issue updates of the Software from time to time. Company will, at its discretion, make such updates available, without charge.

**6. Maintenance and Support.**

Subject to applicable laws, the Company will provide maintenance and support services with respect to the Software. Such services will be made available upon purchase of a maintenance and support license from the Company.

**7. No Warranties.**

THE SOFTWARE IS PROVIDED "AS IS" WITHOUT ANY WARRANTY WHATSOEVER. YOU ASSUME ALL RISKS AND RESPONSIBILITIES FOR SELECTION OF THE SOFTWARE TO ACHIEVE YOUR INTENDED RESULTS, AND FOR THE INSTALLATION OF, USE OF AND RESULTS OBTAINED FROM THE SOFTWARE. THE COMPANY MAKES NO WARRANTY THAT THE SOFTWARE WILL BE ERROR-FREE OR FREE FROM INTERRUPTION OR FAILURE. TO THE EXTENT PERMITTED BY APPLICABLE LAW, COMPANY DISCLAIMS ALL WARRANTIES, EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT WITH RESPECT TO THE SOFTWARE AND THE ACCOMPANYING WRITTEN MATERIALS. YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT USE OF THE SOFTWARE IS AT YOUR SOLE RISK AND THAT THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT IS WITH YOU. THE SELLER'S SALESPERSONS MAY HAVE MADE STATEMENTS ABOUT THE SOFTWARE. ANY SUCH STATEMENTS DO NOT CONSTITUTE WARRANTIES.

**8. Limitation of Liability.**

YOU ASSUME THE ENTIRE COST OF ANY DAMAGE RESULTING FROM YOUR USE OF THE SOFTWARE AND THE INFORMATION CONTAINED THEREIN OR COMPILED BY THE SOFTWARE. TO THE EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL COMPANY BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION DAMAGES FOR LOSS OF BUSINESS PROFIT, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, LOSS OF GOODWILL, WORK STOPPAGE, HARDWARE OR SOFTWARE FAILURE, OR OTHER PECUNIARY LOSS, ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. COMPANY MAKES NO WARRANTY OR REPRESENTATION THAT THE INFORMATION OR FUNCTIONS

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**9. High Risk.**

You acknowledge that the Software is not fault tolerant and is not designed, manufactured or intended for incorporation into products intended for use or resale in online control equipment in hazardous, dangerous to life or potentially life-threatening or life-saving/sustaining environments requiring fail-safe performance, such as in the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, direct life support machines or weapons systems, in which the failure of products could lead directly to death, personal injury or severe physical or environmental damage (“**High Risk Activities**”). You specifically represent and warrant that you will not use the Software for High Risk Activities.

**10. Technical Requirements.**

You are solely responsible and liable for: (a) the selection of the Software to achieve your intended results; (b) obtaining, provisioning, configuring, maintaining, paying for, and protecting from loss and damage all equipment and services necessary for the use of the Software and all data used in association with the Software; (c) providing a safe and suitable location and environment for the use of the Software; (d) the use, implementation and operation of the Software and the results obtained therefrom; (e) scanning for and preventing the receipt and transmission of viruses, trojan horses, worms or other destructive or disruptive components; and (f) maintaining complete and current backup and archival copies of all data contained on your computers or other electronic devices prior to using the Software.

**11. General.**

- (a) This Agreement is the entire Agreement between you and Company and supersedes any other communications or advertising with respect to the Software.
- (b) If any provision of this Agreement is held invalid, illegal or unenforceable, the remainder of this Agreement will continue in full force and effect.
- (c) Company may assign this Agreement and its rights and obligations hereunder without your consent or the consent of any persons you represent.

(d) This Agreement is governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein, without reference to conflict of laws principles. Each of the parties hereto irrevocably attorns to the jurisdiction to the Courts of the Province of Ontario and further agrees to commence any litigation which may arise hereunder in the Courts located in the judicial district of Ottawa, Province of Ontario.

**12. Contact Information.**

Should you have any questions concerning this Agreement, or if you desire to contact Company for any reason, please email: [info@code-time.com](mailto:info@code-time.com)

Company: \_\_\_\_\_

Name and Title: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_